

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES, et al.,
Plaintiffs,
v.
PEREIRA BUILDING INDUSTRIES,
Defendant.

Case No. 18-cv-02516-SK

**ORDER APPROVING STIPULATION
AND JUDGMENT**

Regarding Docket Nos. 47, 48, 49

STIPULATION

Plaintiffs, The Board of Trustees, in their capacities as Trustees of the Laborers Health and Welfare Trust Fund for Northern California; Laborers Vacation-Holiday Trust Fund for Northern California; Laborers Pension Trust Fund for Northern California; and Laborers Training and Retraining Trust Fund for Northern California (“Trust Funds” or “Plaintiffs”), by and through their Counsel, and Defendant Pereira Building Industries, Inc. (“Defendant”), by and through its Counsel, hereby submit this Stipulation for Entry of Judgment Based Upon Settlement Agreement.

Wherefore, the parties hereto hereby stipulate and agree as follows:

1. The Settlement Agreement between the parties, a true and accurate copy of which is attached hereto as **Exhibit A**, includes the following language in paragraph 7 entitled “Entry of Judgment and Enforceability”:

7. Entry of Judgment and Enforceability.

Jean Paul Pereira agrees to be added as a Defendant in the Lawsuit and to submit to the jurisdiction of the Court. Employer and Jean Paul Pereira, and each of them, stipulate and agree that Judgment will be entered in the Lawsuit in favor of the Trust Funds against Employer in the amount of \$30,266.20 and against Jean Paul Pereira in the amount of \$13,988.05. Other than recording the judgment with the Secretary of State and in any county Trust Funds chooses to record the Judgment entered in the Lawsuit, Trust Funds agree not to execute on the Judgment entered in the Lawsuit unless Employer

1 and/or Jean Paul Pereira are in default of this Settlement Agreement,
2 as set forth in Paragraph 8 below. If Employer and/or Jean Paul
3 Pereira are in default, and do not cure the default within ten days of
4 receiving the notice of default as required by Paragraph 8 below,
5 then Trust Funds may, without further notice, utilize any and all
6 post-judgment collection remedies to pursue collection of the
7 judgment entered. Credit against the amount of the judgment
8 entered in the Lawsuit will be given to Employer and Jean Paul
9 Pereira for any payments made under the Settlement Agreement
10 prior to the default.

11 2. In light of the fact that material terms of the Settlement Agreement are that Jean
12 Paul Pereira be added to the Lawsuit as a Defendant; that judgment be entered in the above-
13 captioned matter against Defendant Jean Paul Pereira and in favor of Plaintiffs in the amount of
14 \$13,988.05; and that judgment be entered in the above-captioned matter against Defendant Pereira
15 Building Industries, Inc. and in favor of Plaintiffs in the amount of \$30,266.20, the parties agree,
16 and respectfully request, that the Court enter judgment against Defendants, and each of them, in
17 the aforementioned respective amounts based upon their Settlement Agreement.

18 3. If the Trust Funds are required to consult or retain legal counsel with respect to the
19 enforcement of this Judgment, there shall be added to Defendants' obligation under a modification
20 to this Stipulation reasonable attorneys' fees, court costs and all other reasonable expenses
21 incurred by the Trust Funds in connection with such suit or claim, including any and all appellate
22 proceedings therein. The parties stipulate to this Court's continuing jurisdiction, and agree that
23 the Trust Funds may seek enforcement of this Stipulation in this Court or in any court of
24 competent jurisdiction.

25 4. Defendants further stipulate and agree that this Stipulation shall be binding on all
26 successors, heirs, and assigns of Defendants regardless of whether it changes the name or style or
27 address of the business.

28 5. The provisions set forth in this Stipulation are not in violation of any state or
federal law. However, if any portion of this Stipulation is found to be in violation of any state or
federal law, that portion shall be excised and the remaining portions of this Stipulation shall
remain in full force and effect.

6. The parties acknowledge that they have had the opportunity to be represented by
independent legal counsel of their own choice throughout all of the negotiations that preceded the

1 execution of this Stipulation. The parties further acknowledge that they have had adequate
2 opportunity to perform whatever investigation or inquiry they may deem necessary in connection
3 with the subject matter of this Stipulation prior to its execution, and agree with the delivery and
4 acceptance of the considerations specified in this Stipulation.

5 7. This Stipulation may be executed in counterpart. The parties agree that signatures
6 transmitted electronically or via facsimile shall be considered and treated as an original signature.

7 8. The parties hereto mutually state that they have read the foregoing Stipulation and
8 are fully aware of its contents and legal facts. This Stipulation constitutes the entire agreement of
9 the parties and is entered into on the dates below indicated.

10 Dated: April 29, 2019

WEINBERG, ROGER & ROSENFELD

A Professional Corporation

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13
14 /s/ Tracy L. Mainguy

15 By: TRACY L. MAINGUY
16 Attorneys for Plaintiffs

17 Dated: April 29, 2019

LAW OFFICE OF DAVID H. BARTHOLOMEW

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19
20 /s/ David H. Bartholomew

21 By: David H. Bartholomew
22 Attorney for Defendant
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24 I hereby attest that I have on file all holographic signatures corresponding to any signatures
25 indicated by a conformed signature (/s/) within this e-filed document.
26

27 /s/ Tracy L. Mainguy
28

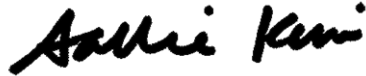
ORDER AND JUDGMENT

The Court HEREBY APPROVES the above Stipulation and, in light of the parties' settlement of this matter, VACATES the case management conference currently scheduled for May 13, 2019.

Pursuant to the Stipulation above and the parties' Settlement Agreement, a copy of which is attached hereto as **Exhibit A**, and good cause appearing, Jean Paul Pereira is ADDED to the above-captioned lawsuit as a Defendant. Judgment will be ENTERED against Defendant Jean Paul Pereira, individually, and in favor of Plaintiffs in the amount of \$13,988.05. Judgment will also be ENTERED against Defendant Pereira Building Industries, Inc. and in favor of Plaintiffs in the amount of \$30,266.20. The Court retains jurisdiction to enforce the Stipulation. The Clerk is directed to close the file.

IT IS SO ORDERED.

Dated: May 9, 2019



SALLIE KIM
United States Magistrate Judge